



The National Park Service

HAWAI'I VOLCANOES NATIONAL PARK

Conditions for Incidental Business Permits and other Special Use Permits

1. Reference in this permit to "Superintendent" shall mean the National Park Service official of any National Park Service area on the island of Hawai'i executing this permit and the term shall include his/her duly authorized representatives, and reference to "Service" or "NPS" herein shall mean the National Park Service.
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
3. Damages - The permittee shall pay the United States Government for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
4. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
5. Assignment - This permit may not be transferred, extended, or assigned without the consent of the Superintendent, in writing.
6. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent without compensation to the permittee or liability to the United States Government.
7. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(4)].
8. The permittee will comply with applicable public health and sanitation standards and codes.
9. The permittee will have none of the rights or privileges of, or be considered, a concessioner to the Service.
10. Operations under this permit shall be subject to the laws of Congress governing the area and rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated.
11. The permittee and all participants authorized herein must comply with all of the conditions of this permit including all exhibits, amendments, attachments, and/or written directions of the Superintendent.
12. The permittee must obtain all permits or licenses of state or local governments, as applicable, necessary to conduct the commercial activities specified herein and must operate in compliance with all pertinent federal, state, and local laws and regulations.
13. No preferential right of renewal attaches to this permit.
14. This permit shall not be construed as limiting the Superintendent to issue similar permits to conduct the same or similar activities in the area.
15. This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States Government.
16. This permit is applicable only for the use of the area(s), terms, and activities designated.
17. The permittee shall make certain that all members of the party are informed of park rules and regulations.
18. Indemnification. The permittee shall save, hold harmless, defend and indemnify the United States Government, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the permittee, its employees, subcontractors or agents under this permit.
 - (1) The permittee shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this permit.



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(2) The permittee shall provide the Director with a Statement of Insurance and Certificate of Insurance at the inception of this permit and annually thereafter, and shall provide the Director thirty (30) days advance written notice of any material change in the permittee's insurance program hereunder.

(3) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

Public Liability. The permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$300,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

(1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government and shall provide that the United States Government is named an additional insured.

(2) The permittee shall also obtain automobile liability insurance to cover all owned, non-owned, and hired vehicles at a minimum of \$300,000 per occurrence.

19. The permittee is required by the Superintendent to submit annually an annual report of operations which summarizes total in-park visitor use and includes gross revenues for the year as a result of this permit. For the purpose of this permit, gross revenues are defined as: The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the Service to the extent that they support operations authorized by the permit. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit.
20. Large amounts of trash if brought into the park will be taken back out of the park. Box lunches are one example.
21. Vehicles shall not be left idling in parking areas or park across multiple parking spaces. Loading zones will be occupied no longer than necessary to load and unload.
22. No building, or any other structures will be erected under this permit within the park.
23. The permittee shall take adequate measures, as directed and approved by the Superintendent, to restrict and prevent soil erosion on lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
24. This permit requires the advanced nonrefundable payment by the permittee of the administration fee listed on the permit. Checks should be made out to National Park Service. Other fees could be charged if additional NPS staff are required to monitor, evaluate, or do anything out of the ordinary in regards to this permit.
25. Transportation of all clients shall originate and terminate outside the park unless specifically authorized in writing by the Superintendent.
26. The permittee shall be responsible for the prompt and appropriate retrieval of clients and equipment in the event of a breakdown or accident.
27. Slow moving vehicles must use roadside turnouts and parking areas to allow the free flow of other traffic.
28. Visitor entrance receipts are not transferable.
29. All accidents must be reported to a ranger as soon as possible.
30. Execution of services or activities by the permittee may not block traffic, pedestrian or vehicular, or otherwise oppose visitor use of the park.
31. No backcountry overnight use is allowed with this permit.
32. No bicycle tours, or individuals associated with same, are permitted to ride bikes below Muliwai a Pele on the Chain of Craters Road or above Kīpuka Puaulu on the Mauna Loa Strip Road.
33. Helmets are required to be worn during bicycle tours and by individuals bicycling who are associated with such tours.



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34. Tours going to Kaloko-Honokōhau National Historic Park must notify the Chief Ranger of that park as soon as possible prior to going, ideally at least 24 hours before arrival.
35. Possessing, destroying, defacing, moving or removing, walking on, climbing, ascending, descending, or traversing archeological or cultural resources is illegal (36CFR2.1). Sometimes it is difficult to distinguish these areas. A group of rocks can be a cultural resource. Do not disturb anything.

I have read and understand the 35 Conditions for Incidental Business Permits and other Special Use Permits. These conditions have been shared with my drivers/tour guides or any other member of my staff doing business at Hawai'i Volcanoes National Park.

Signature

Date

Printed Name